

APPENDIX K

LAWS APPLICABLE TO FEDERALLY FUNDED CONTRACTS

FEDERAL REQUIREMENTS

OVERALL COMPLIANCE

1. The Contractor/Vendor agrees to comply with all federal statutes and regulations applicable to the federal program under which this contract has been funded. Without limiting the generality of the foregoing, such statutes and regulations are likely to include the Housing and Community Development Act of 1974 and Community Development Block Grant (CDBG) Entitlement Program Regulations at 24 CFR 570 et seq. issued pursuant thereto (CDBG being the primary funding source for Office of Strategic Planning and Community Development activities).
2. The Contractor/Vendor shall comply with standards contained in OMB Circular A-102, dealing with Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments. As applicable, the Contractor/Vendor shall provide written reports at intervals; shall develop and maintain a system of record keeping which protects the personal privacy and confidentiality of individuals providing information as a basis for establishing eligibility for federal assistance; shall keep accurate records or the length of time required by the funding source; shall provide the City with information needed by the City to meet the City's monitoring obligations to HUD; shall, as a basis for reporting its compliance with Equal Opportunity regulations, maintain and compile data according to the provisions of Title 24 CFR 570.907(f); and shall permit the City, HUD, and the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Contractor/Vendor relating to this Contract
3. The Contractor/Vendor shall follow Federal Management Circular 74-4 as it pertains to allowability and allocatability of costs under this Agreement.
4. The Contractor/Vendor hereby consent to the jurisdiction of the federal court if the City elects to bring a proceeding in federal court.

EQUAL OPPORTUNITY/NONDISCRIMINATION

5. The Contractor/Vendor shall afford equal opportunity as required under the rules and regulations of Title VI, Civil Rights Act, 1964, Title VIII, 1968 Executive Order 11246, as amended, Executive Order 11063, and 24 CFR, Part 570.
6. The Contractor/Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, physical or mental handicap, sexual preference, ethnic background, national origin, or veteran status. The Contractor/Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to any of the aforementioned bases of discrimination or any other prohibited basis of discrimination. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth provisions of the nondiscrimination clause. The Contractor/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, physical or mental handicap, sexual preference, ethnic background, national origin, or veteran status.
7. The Contractor/Vendor agrees to comply with all rules, regulations and relevant

orders issued pursuant to the Rehabilitation Act of 1973. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and orders issued pursuant to the Rehabilitation Act. The Contractor/Vendor will notify all those with which it has contractual understandings that the subgrantee is bound by the terms of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

ENVIRONMENTAL PROTECTION

8. National Environmental Policy Act: In order to assure that the policies of the National Environmental Policy Act of 1969 are most effectively implemented in connection with the expenditure of funds under this Agreement, the Contractor/Vendor shall cooperate and assist City in complying with the HUD Environmental Review Procedures (24 CFR Part 58).
9. Clean Air and Water Acts: If applicable, the Contractor/Vendor shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

HISTORIC PROTECTION/PRESERVATION

10. The Contractor/Vendor shall make every effort to eliminate or minimize any adverse effect of the Project on any district, site, building, structure or object listed on or eligible for nomination to the National Register of Historic Places.
11. If applicable, the Contractor/Vendor shall meet the historic preservation requirements of Public Law 89-665 and the Archaeological and Historic Preservation Act of 1974, P.L. 930291; Executive Order 11593; and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800.

ARCHITECTURAL BARRIERS/AMERICANS WITH DISABILITIES ACT

12. If applicable, the Contractor/Vendor shall implement the Project in Compliance with The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people in compliance with Uniform Federal Accessibility Standards at 24 CFR and 41 CFR..

If applicable, the Contractor/Vendor shall comply with the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which provides comprehensive rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

FLOOD DISASTER PROTECTION

13. The Contractor/Vendor shall be subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234), in that any acquisition or construction in an area identified by the Secretary as having special flood hazards shall be subject to the mandatory purchase of flood insurance requirements of Section 101 (a) of said Act; and any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with federal assistance in an area identified by the Secretary as having special flood hazards, shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance.

LEAD-BASED PAINT HAZARDS

14. The Contractor/Vendor shall, if the Contract involves construction or rehabilitation of residential structures with federal assistance, comply with HUD Lead-Based Paint Regulations at 24 CFR Part 25.

WORK HOURS AND SAFETY STANDARDS

15. In construction contracts in excess of \$2,000 and other contracts in excess of \$2,500, the Contractor/Vendor agrees to obtain the compliance of all subcontractors with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-5). Under Section 103 of the act, the Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workday or workweek if permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary or hazardous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CONFLICT OF INTEREST

16. The Contractor/Vendor shall comply with the following laws:

- a) Interest of Federal Officials:

No Member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

- b) Interest of Members, Officers, or Employees of the Vendor, Members of the City, or other Public Officials

No member, officer, or employee of the Contractor/Vendor, or its designees or agents, and no officer, employee or agent of the City, who exercises any functions or responsibilities with respect to planning and implementing of the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Agreement. The Contractor/Vendor shall incorporate or cause to be incorporated, in all such

contracts or subcontracts a provision as follows in prohibiting such interest pursuant to the purposes of this section.

UNIFORM ADMINISTRATIVE REQUIREMENTS

The following uniform administrative requirements set forth at 24 CFR 570.502 are applicable to grantees falling within the definition of “subrecipient” set forth at 24 CFR 570.500 (vendors rendering professional services and contractors performing construction are not “subrecipients” and are not covered under this section):

17. Subrecipients which are Governmental Agencies: subrecipients which are governmental agencies shall comply with the requirements and standards of OMB Circular No. A-87, “Cost Principles for State, Local, and Indian Tribal Governments”; OMB Circular A-128, “Audits of State and Local Governments” (implemented at 24 CFR part 44); and with the following sections of 24 CFR part 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” or the related CDBG provisions, as specified in this paragraph: (1) Section 85.3, “Definitions”; (2) Section 85.6, “Exceptions”; (3) Section 85.12, “Special grant or subgrant conditions for ‘high risk’ grantees”; (4) Section 85.20, “Standards for financial management systems”, except paragraph (a); (5) Section 85.21, “Payment”, except as modified by §570.513; (6) Section 85.22, “Allowable Costs”; (7) Section 85.26, “Non-federal audits”; (8) Section 85.32, “Equipment”, except in all cases in which the equipment is sold, the proceeds shall be program income; (9) Section 85.3, “Supplies”; (10) Section 85.34, “Copyrights”; (11) Section 85.35, “Subawards to debarred and suspended parties”; (12) Section 85.36, “Procurement”, except paragraph (a); (13) Section 85.37 “Subgrants”; (14) Section 85.40, “Monitoring and Reporting Program Performance”, except paragraphs (b) through (d) and paragraph (f); (15) Section 85.41, “Financial Reporting”, except paragraphs (a), (b), and (e); (16) Section 85.42 “Retention and Access Requirements for Your Records”, except that the period shall be four years; Section 85.43, “Enforcement”; (18) Section 85.44 “Termination for Convenience”; (19) Section 85.51, “Later Disallowances and Adjustments” and (20) Section 85.52, “Collection of Amounts Due”.
18. Subrecipients, except Subrecipients who are Governmental Agencies: subrecipients, except subrecipients who are governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations”. or OMB Circular No. A-21, “Cost Principles for Educational Institutions”, as applicable, and OMB Circular A-133, “Audits of Institutions of Higher Education and Other Nonprofit Institutions” (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative Requirements of OMB Circular A-110 (implemented at 24 CFR part 84, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations”) or the related CDBG provision as specified in this paragraph:
 - (1) Subpart A – “General”;
 - (2) Subpart B – “Pre-Award Requirements” except for §84.12, “Forms for Applying for Federal Assistance”;

(3) Subpart C – “Post-Award Requirements”, except for

(i)	Section 84.22, “Payment Requirements”. Grantees shall follow the standards of §85.20(b)(7) and §85.21 in making payments to subrecipients;
(ii)	Section 84.23, “Cost Sharing and Matching”;
(iii)	Section 84.24, “Program Income”. In lieu of §84.24m CDBG subrecipients shall follow §570.504;
(iv)	Section 84.25, “Revision of Budget and Program Plans”;
(v)	Section 84.32, “Real Property”. In lieu of §85.32, CDBG Subrecipients shall follow §570.505;
(vi)	Section 84.34(g), “Equipment”. In lieu of disposition provisions of §84.34(g), the following applies: (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
(vii)	Section 84.51 (b), (c), (d), (e), (f), (g), and (h), “Monitoring and Reporting Program Performance”;
(viii)	Section 84.52, “Financial Reporting”;
(ix)	Section 84.53(b), “Retention and Access Requirements for Records”. Section 84.53(b) applies with the following exceptions: (A) the retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and (B) the retention period starts from the date of submission of the annual performance and evaluation report, as
(x)	prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award; Section 84.61, “Termination”. In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7)

(4) Subpart D – “After-the-Award Requirements”, except for §84.71, “Closeout Procedures”.

REAL PROPERTY ACQUIRED WITH CDBG FUNDS

19. In accordance with 24 CFR 570.503, “subrecipients”, as defined in §570.500, shall ensure that real property acquired with CDBG funds (including funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement or for such longer period of time as determined to be appropriate by the recipient; or
- (ii) If not used in accordance with the foregoing paragraph, the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or, or

improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in the paragraph (i) above.)

COMPLIANCE WITH SUBPART K- OTHER PROGRAM REQUIREMENTS

20. "Subrecipients" as defined in 24 CFR 570.500, and grantees receiving Emergency Shelter Grants and Lead Grants shall comply with applicable program requirements set forth in Subpart K, 24 CFR 570.600, including the following:

- 570.601: Public Law 88-352, which is title VI of the Civil Rights Act; Public Law 90-284, affirmatively furthering Fair Housing; and Executive Order 11063, as amended, dealing with equal opportunity in housing.
- 570.602 Section 109 of Title I of the Housing and Development Act of 1974 (the "Act") requiring that no person in the United States shall, on the ground of race, color, national origin, religion, sex, age or disability, be denied the benefits of or subject to discrimination under any program or activity receiving federal financial assistance under the Act.
- 570.603 The Labor Standards in Section 110(a) of the Act, including compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327).
- 570.604 Environmental Standards set forth at 24 CFR Part 58, except that subrecipient does not assume the recipient's environmental responsibilities described at 24 CFR 570.604, nor is the subrecipient responsible for initiating the review process under the provisions of 24 CFR Part 52.
- 570.605 The National Flood Insurance Program, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and regulations at 44 CFR Parts 59 through 79.
- 570.606 Residential Anti-displacement regulations at 24 CFR Part 42, Subpart B; relocation assistance regulations at 49 CFR Part 29; and regulations governing acquisition of real property for an assisted activity at 49 CFR Part 24, Subpart B.
- 570.607 Equal employment opportunities as set forth in Executive Order 11246, as amended by subsequent Executive Orders; equal protection of the laws for faith-based and community organizations as set forth in Executive Order 13279; and contracting opportunities set forth in Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations.
- 570.608 The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, Subparts A through R, except that only Subparts A, B, J, K, and R apply to the CDBG Program.
In addition, as required by 24 CFR, 35.145, all lead-based paint activities shall also comply with the National Environmental Review Policy Act of 1969 (42 U.S.C. 4321), and the Toxic Substances Control Act, Title IV (15 U.S.C. 2860) and other environmental laws and authorities.



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

04-3181294

TIN

[Signature]

Signature

EDWARD S. McCloud.

Printed Name of Person signing

SEQUOIA CONSTRUCTION INC.

Company

3/24/09.

Date

Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344



www.ci.somerville.ma.us

City of Somerville, MA
ADA Ramps Contract No. 09-108

Sequoia Construction, Inc.
10 Buckley Ave. Unit 9
Whitman, MA 02382

Contract Summary
11/05/09

Additions

Original Contract Amount	
Change Order No. 1: New bump out at Burnham & Powderhouse	\$135,900.00
Change Order No. 2: Additional new curb at Burnham & Powderhouse and Broadway & Claredon Hills Towers	\$5,150.00
Change Order No. 3: Somerville Ave. & Prospect Street	\$3,000.00
SUBTOTAL	<u>\$169,246.00</u>
	\$313,296.00

Deducts

Deduct Alternative #1: Eliminate Elm & Cherry Street intersection	\$22,400.00
Deduct Alternative #2: Eliminate Grind and overlay Somerville & Prospect intersection	\$18,400.00
Eliminate ramp and misc. work Somerville & Prospect	<u>\$19,800.00</u>
SUBTOTAL	\$60,600.00

NEW CONTRACT AMOUNT:

\$252,696.00

Sprink 75K

Carbach 135K

Complete debt

25+62+7+64

SEQUOIA CONSTRUCTION, INC.

10 Buckley Ave. Unit #9
Whitman, MA 02382
Phone: 781-447-8052 Fax: 781-447-8057
www.sequoiacconstruction.com

Mike Lambert
City of Somerville
93 Highland Ave
Somerville, MA 02143

RE: ADA RAMPS

Mike,

Burnham & Powderhouse:

Remove old curb salvage or deliver to D.P.W.
Set new curb
Use curb from Cherry & Elm
Additional Police details.
Adjust Catch Basin replace casting
Set curb to new configuration
Remove addition concrete panels
Loam & Seed

Cost: \$5150.00

Clarendon Hills:

Delete ramp at center island
Add ramp at opposite crosswalk
Install bumpouts as discussed

No additional cost

Union Square:

Status of NSTAR pole relocate
Schedule start up meeting to review paving limits for additional costs
D.P.W. to review ramp locations.

Construction Schedule:

Wk of 9-21 Burnham & Powderhouse Wk of 9-28 Clarendon Hills Wk of 10-5 Union Square

Thank you,

Edward McCloud

APPLICATION AND CERTIFICATE FOR PAYMENT

OK to Pay *Mal Z*
A01093
2605-58546-086-08
HUD # 1534
12/17/09

TO:
City of Somerville
93 Highland Street
Somerville, MA 02143

ATTN: Mike Lambert

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner -		ADDITIONS \$	DEDUCTIONS \$
TOTAL			
Subsequent Change Orders			
Number	Approved (date)		

TOTALS

Net change by Change Orders \$
State of: Massachusetts County of: Plymouth

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor: *Sequoia Construction, Inc.* Date: *12/17/09*

Architect: *Sequoia Construction, Inc.* Date: *12/17/09*

PAID
12/22/09

y:

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

Architect Project Number:
CONTRACTOR Sequoia Construction Inc.

CONTRACT FOR: ADA Ramps

APPLICATION DATE: 11-12-09

PERIOD FROM 8/15/2009

TO: 11/7/2009

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G702A, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM.....	\$135,900.00
Net change by Change Orders.....	
CONTRACT SUM TO DATE.....	\$135,900.00
TOTAL COMPLETED & STORED TO DATE..... (Column G on G702A)	\$75,300.00
RETAINAGE — 5%.....	\$3,765.00
or as noted in Column I on G702A	
TOTAL EARNED LESS RETAINAGE.....	\$71,535.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$33,854.75
CURRENT PAYMENT DUE.....	\$37,680.25

Subscribed and sworn to before me this *16th* day of *DEC*, 2009

Notary Public: *Sheila A. McGillicuddy*
Notary Public
Commonwealth of Massachusetts
My Commission Expires: *AUGUST 5, 2016*

ARCHITECT
CONTRACTOR

SEQUOIA CONSTRUCTION, INC.
10 Buckley Ave. Unit 9
Whitman, MA 02382

PAYMENT REQUISITION No.3

11/12/2009

ITEM DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS APPLICATION	TOTAL COMPLETE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE
Bonds & Insurances	2500	2500	0	2500	100%	0	125
Mobilization / Temporary Facilities	10000	10000	0	10000	100%	0	500
Schedule / Submittals	5000	5000	0	5000	100%	0	250
Permits	1000	500	500	1000	100%	0	50
Police Details	18790	3758	7516	11274	60%	7516	563.7
Traffic Planning & Control Devices	3000	3000	0	3000	100%	0	150
Remove & Store Street Furniture	1380	0	0	0		1380	0
Sawcut & Excavate Sidewalk, Curb & Ramps	6000	1200	2400	3600	60%	2400	180
Dispose / Recycle Material	2000	500	700	1200	60%	800	60
Compact Gravel Base Of Crushed Stone	1500	300	600	900	60%	600	45
Granite Curbing-reset existing	2000	400	1600	2000	100%	0	100
Granite Curbing-new	5000	1000	3250	4250	85%	750	212.5
4000 PSI Concrete	7000	1400	2800	4200	60%	2800	210
Ramp Construction	18335	3667	7334	11001	60%	7334	550.05
Detectable Warnings	3300	660	1320	1980	60%	1320	99
Certification By Design Professional	5500	0	3300	3300	60%	2200	165
Grind & Overlay Intersection - Prospect	18400	0	0	0	0%	18400	0
Grind & Overlay Old crosswalk Powderhouse	4140	0	4140	4140	100%	0	207
Lay and Grade Hot Asphalt at Ramps	3100	620	2046	2666	86%	434	133.3
New Catch Basin: Elm at Cherry	4140	0	0	0		4140	0
Remove & Replace Crosswalk Signs	500	0	500	500	100%	0	25
Remove & Reset Manhole Height/Slopes	2000	0	0	0		2000	0
Remove, Modify & Replace Fire Alarm Box	3000	0	0	0		3000	0
Relocate Storm Drain - Prospect @ Somerville, Ave.	5000	0	0	0		5000	0
Pedestrian Impact Signs	1000	0	1000	1000	100%	0	50
Seeding along Powderhouse	1000	1000	0	1000	100%	0	50
Temporary Paint	1315	0	789	789	60%	526	39.45
Alternate No. 1	0	0	0	0		0	0

135900	35505	39795	75300	60600	3765
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ORIGINAL CONTRACT SUM
NET CHANGE ORDERS
CONTRACT SUM TO DATE
TOTAL COMPLETED
RETAINAGE - 5%
TOTAL EARNED LESS RETAINAGE
LESS PREVIOUS PAYMENTS
CURRENT PAYMENT DUE

\$135,900.00
\$0.00
\$135,900.00
\$75,300.00
\$3,765.00
\$71,535.00
\$33,854.75
\$37,680.25

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT:
ADA Ramps-4 Locations

Architect:

Architect Project Number:

CONTRACTOR Sequoia Construction Inc.

ADA Ramps-4 Locations-Contract #09-108

CONTRACT FOR: APPLICATION DATE: 8/14/2009 **APPLICATION NO: 2**

PERIOD FROM: 5/31/2009 **TO:** 8/14/2009

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached.

The present status of the account for this Contract is as follows:

CHANGE ORDER SUMMARY		ADDITIONS \$	DEDUCTIONS \$
Change Orders approved in previous months by Owner -			
TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS			
Net change by Change Orders			
State of: Massachusetts		County of: Plymouth	

PAID
316
10/14/09

\$135,900.00
\$135,900.00
\$35,505.00
\$1,650.25
\$33,854.75
\$5,112.00
\$28,742.25

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor: Sequoia Construction, Inc.

By: K. M. ... **Date:** 9/13/09

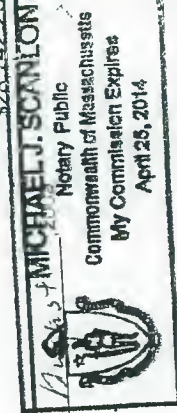
Architect:

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

My commission expires:

☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

CURRENT PAYMENT DUE
Subscribed and sworn to before me this 18 day of August 2009
Notary Public: *[Signature]*
My commission expires: April 25, 2014



This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143
617-625-6600 EXT. 3400
617-625-1344 FAX



PURCHASE ORDER

THIS NUMBER MUST APPEAR ON
ALL INVOICES AND DELIVERY SLIPS

NO. 7-15-1

DATE: 06-28-09

Vendor # 0000028695
F.I.D. # 0410129-
Req. # 010129
Contract # 08-128
03.01/2009 06-28/09
Account # 2605-09546-000-000-CDECO

Date Req'd: 06-28-09 Terms: NET 30 DAYS F.O.B.: SOMERVILLE

DELIVER TO: KATHLEEN P. CUFF #1
OFFICE
93 HIGHLAND AVE
SOMERVILLE, MA 02143

INVOICE IN DUPLICATE TO:
(If different address)

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EA	SIDEWALK REPAIRS	35.000.00	35.000.00
Lumber				
MASS SALES TAX EXEMPTION NUMBER M046 001 414				
NET TOTAL				35.000.00

ORDERED BY: [Signature]

AUTHORIZED BY: [Signature]
PURCHASING OFFICER

Date Goods Rec'd: _____

The total value of this order has been
excumbered against available funds
in the above named account

[Signature]
CITY AUDITOR

DEPARTMENT HEAD
[Signature]
MAYOR

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143
617-625-6600 EXT. 3400
617-625-1344 FAX



PURCHASE ORDER

THIS NUMBER MUST APPEAR ON
ALL INVOICES AND DELIVERY SLIPS

NO.

DATE:

Vendor #

F.I.D. #

Req. #

Contract #

Account #

Date Req'd:

Terms:

F.O.B.:

DELIVER TO:

ANTHONY J. DUFFY
CFO
93 HIGHLAND AVE.
SOMERVILLE, MA 02143

INVOICE IN DUPLICATE TO:
(If different address)

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EA	SIDEWALK REPAIRS	44,887.50	44,887.50
Lumber				
HUD # 1433				
MASS SALES TAX EXEMPTION NUMBER MO46 001 414				
NET TOTAL				

ORDERED BY:

AUTHORIZED BY: [Signature]
PURCHASING OFFICER

Date Goods Rec'd: _____

The total value of this order has been
encumbered against available funds
in the above named account

[Signature]
CITY AUDITOR

DEPARTMENT HEAD

[Signature]
MAYOR

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143
617-625-6600 EXT. 3400
617-625-1344 FAX



PURCHASE ORDER

THIS NUMBER MUST APPEAR ON
ALL INVOICES AND DELIVERY SLIPS

NO.

001092

DATE: 08/17/09

SEGUDIA CONSTRUCTION, INC

10 BUCKLEY AVE., UNIT 7
WHITMAN, MA

02382

Vendor # 00000002867E

F.I.D. # 048161294

Req. # KC10697

Contract # 09-108

03/01/2009 02/28/2010

Account # 2605-58546-000-000-CUBG06

Date Req'd: 08/17/09 Terms: NET 30 DAYS F.O.B.: SOMERVILLE

DELIVER TO: KATHLEEN M CUFF #1
SPCD
93 HIGHLAND AVE.
SOMERVILLE, MA 02143

INVOICE IN DUPLICATE TO:
(If different address)

Wenslow

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EA	SIDEWALK REPAIRS	50,000.00	50,000.00
		HOD: 1534		
MASS SALES TAX EXEMPTION NUMBER MQ46 001 414				
NET TOTAL				50,000.00

ORDERED BY: KATHLEEN M CUFF #1
DEPT. 002605

AUTHORIZED BY: *Kathleen Cuff*
PURCHASING OFFICER

Date Goods Rec'd: _____

The total value of this order has been
encumbered against available funds
in the above named account

[Signature]
CITY AUDITOR

DEPARTMENT HEAD

[Signature]
MAYOR

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143
617-625-6600 EXT. 3400
617-625-1344 FAX



PURCHASE ORDER

THIS NUMBER MUST APPEAR ON
ALL INVOICES AND DELIVERY SLIPS

NO.

DATE:

Vendor # 00000000000000000000
F.I.D. # 43121294
Req. # R10640
Contract # 05-105
03/31/2009 02/28/2010
Account # 2605-58540-000-000-CDBG08

Date Req'd: 04/30/09 Terms: NET 30 DAYS F.O.B.: SOMERVILLE

DELIVER TO: KATHLEEN M. COFF #1
6P10
93 HIGHLAND AVE
SOMERVILLE, MA 02143

INVOICE IN DUPLICATE TO:
(If different address)

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EA	SIDWALK REPAIRS	50,000.00	50,000.00
MASS SALES TAX EXEMPTION NUMBER M046 001 414				
NET TOTAL				50,000.00

ORDERED BY:

KATHLEEN M. COFF #1
DEPT# 000503

AUTHORIZED BY: Kathleen Coff
PURCHASING OFFICER

Date Goods Rec'd: _____

The total value of this order has been
excumbered against available funds
in the above named account

DEPARTMENT HEAD

CITY AUDITOR

MAYOR